

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

TWIN CITY FIRE INSURANCE
COMPANY,

Plaintiff,

vs.

ILLINOIS NATIONAL INSURANCE
COMPANY,

Defendant.

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CIVIL ACTION NO. 1:11-cv-00144

FINAL JUDGMENT

ON THIS DAY came on to be heard Twin City Fire Insurance Company's Motion for Summary Judgment, and the Court having reviewed said Motion and the evidence submitted in support of same, is of the opinion that said Motion should be GRANTED, and it is accordingly;

ORDERED, ADJUDGED and DECREED that Twin City Fire Insurance Company's Motion for Summary Judgment be and the same is hereby GRANTED; and

It is further ORDERED, ADJUDGED and DECREED that:

1. The following cases (collectively, the "Travis County Actions"):
 - a. *Dennis M. Hail, et al v. Renaissance Stoneworks, L.P., et al*, Cause No. D-1-GN-07-004472, in the 353rd Judicial District of Travis County, Texas;
 - b. *Larry Blount, et al v. Osuna Trucking, Inc., et al*, Cause No. C-1-PB-08-088294, in the County Court of Law No. 1 of Travis County, Texas; and
 - c. *John Grimes, et al v. Vernon McBride, et al*, Cause No. D-1-GN-08-000175, in the 201st Judicial District of Travis County, Texas,

all arise from a single "occurrence," as that term is defined by Twin City Policy No. 46 C QT1633 (the "Primary Policy");

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2. Twin City's applicable limit of liability under the Primary Policy for all of the Travis County Actions combined is \$2,000,000;

It is further ORDERED, ADJUDGED and DECREED that all costs of court are assessed against Illinois National Insurance Company, for which let execution issue.

This is a final Judgment. All relief not expressly granted herein is denied.

DATE: March 12, 2012


PRESIDING JUDGE